

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 12 21 DEC 2009

IVELISSE DEL VILLAR,

Plaintiff,

-- against --

COLORADO CAPITAL INVESTMENTS, INC.,
DANIELS NORELLI GOLDEN & WEXLER, P.C.,
d/b/a DANIELS & NORELLI, P.C.

Defendants.

Civil Action No. 09 CV 7049

ECF Case

**STIPULATION AND ORDER OF
DISCONTINUANCE**

WHEREAS no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of this action;

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for the parties in the above-captioned action as follows:

1. The parties agree that the above action is discontinued with prejudice pursuant to the parties' Stipulation of Settlement executed on October 29, 2009.
2. The parties agree that this court shall maintain jurisdiction over any disputes over compliance with the above referenced Stipulation of Settlement.
3. The parties agree that the annexed terms of Section 2 of the Stipulation of Settlement, entitled "Practice Acknowledgments", shall be incorporated into the order of discontinuance.

IT IS FURTHER STIPULATED AND AGREED that this Stipulation may be

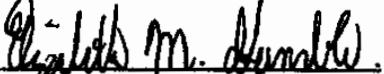
executed in counterparts and facsimile signatures on this document are sufficient for all purposes. \

DANIELS & NORELLI, P.C.

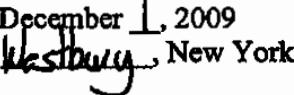
BY: 

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BY: 

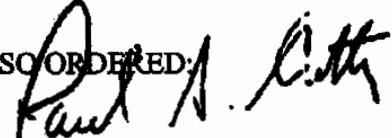
Elizabeth Gamble (EG 9107)
Chaumtoli Huq (CH 2566)
55 West 125th Street, 10th Floor
New York, New York 10027
Phone (646) 442-3168
Attorneys for the Plaintiff

Dated: December 1, 2009

Westbury, New York

Dated: December 1, 2009
New York, New York

Dated: December 21, 2009
New York, New York

SO ORDERED:


PAUL A. CROTTY
United States District Judge

2. Practice Acknowledgments.

A. Upon the signing of this agreement, Defendants CCI and D&N agree to use the following practices, as set forth in subsections i-vii, (Hereafter "Practice Acknowledgments").

- i. Defendant D&N shall cease any and all collection efforts by its agents, employees, attorneys, or representatives upon the sale or assignment of the debt to another entity, if Defendant D&N does not represent the new entity.
- ii. If the buying entity is or becomes a client of Defendant D&N, then Defendant D&N shall give written notice to the debtor or the debtor's representative within 30 days of the assignment or sale that the debt has been assigned or sold to a new entity and provide the name of that entity. Defendant D&N shall not reinstate collection efforts prior to giving such notice. If Defendant D&N receives payments from a debtor as a result of pre-existing payment arrangements with the prior owner of the debt, D&N may retain such payment only if the credit is made to debtor's account and the debtor is notified of the credit.
- iii. Defendant CCI shall cease all collection efforts by its agents, employees, attorneys, or representatives upon the sale or assignment of the debt to another entity.
- iv. Defendant CCI shall give, or include in the contract of sale that the buying entity shall give, written notice to the debtor or the debtor's representative within 30 days of the assignment or sale that the debt has been assigned or sold to a new entity and provide the name of that entity. Defendant CCI will timely execute an Affidavit of Mailing of such notice and maintain such affidavit in their records, given such mailing is made by CCI.
- v. Defendant D&N shall make a Motion to Amend the Caption in any litigated collection action not reduced to judgment or settlement within 90 days of the sale or assignment. If a pleading or filing is required in the interim the Motion to Amend shall be made along with or prior to such filing or pleading. If Defendant D&N fails to make such motion within 90 days, they will discontinue the action.
- vi. In any Affidavit or Affirmation prepared by the Defendants after December 1, 2009 in support of litigation, Defendants CCI and D&N will add a statement that "as of the date of this affidavit, the debt has not been assigned or sold to another entity."
- vii. Defendant D&N shall file an Affidavit of Assignment of Judgment within 90 days of any assignment or sale of a judgment and along with said filing provide an Affidavit of Mailing to the debtor or their representative. Defendant D&N shall cease collection efforts until such affidavit is filed with the court. If Defendant D&N receives payments from a debtor as a result of pre-existing payment arrangements with the prior owner of the debt, D&N may retain such payment only if the credit is made to debtor's account and the debtor is notified of the credit.

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December 18, 2009

The Honorable Paul A. Crotty
United States District Court
Southern District of New York
500 Pearl Street
Chambers 735
New York, New York 10007
CrottyNYSDChambers@nysd.uscourts.gov

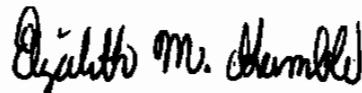
Re: *Ivelisse Del Villar v. Colorado Capital Investments, Inc. et al.*
09 Civ 7049

Dear Honorable Paul A. Crotty:

Plaintiff would like to advise the Court that the settlement agreement executed by the parties to this action on November 2, 2009 has been consummated. In accordance with the terms of this agreement, the parties have executed the attached Stipulation of Discontinuance, incorporating Defendant's agreed practices. We request that the court so Order this Stipulation.

We thank the Court for its continued patience with the parties as they have worked out an amicable settlement. Please advise if any further action is required.

Very Truly Yours,



Elizabeth M. Gamble

cc: Defendants' counsel - James Scully, Esq. (via email)

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LSC